



PUBLIC WORKS COMMITTEE MEETING

MONDAY, MARCH 7, 2022 | 6 PM

5th committee meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.
A quorum of Council will be present.

**PUBLIC WORKS COMMITTEE MEETING
MARCH 7, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD**

Committee Members: Jason Kraeling (Chair), Carol King, Michael Reynolds

- | | |
|--|------------------------------|
| 1. <u>Call to Order</u> | The Honorable Jason Kraeling |
| 2. <u>Public Comment</u> | The Honorable Jason Kraeling |
| 3. <u>Reading and Approval of Minutes</u>
a. Public Works Committee Meeting: February 7, 2022 [Pages 3-5] | The Honorable Jason Kraeling |
| 4. <u>Reports or Communications from City Officers</u>
a. Public Works Director Matt Fleahman
Budget Review | |
| 5. <u>Unfinished Business</u>
There is no unfinished business. | The Honorable Jason Kraeling |
| 6. <u>New Business</u>
a. Resolution - Enterprise Asset Management Software Purchase Agreement [Pages 6-23]
b. Resolution - On-Call Stormwater Engineering Services [Pages 24-43]
c. Resolution - City HVAC Replacement Contract [Pages 44-48]
d. Palmetto Pride Grant Acceptance [Pages 49-55] | The Honorable Jason Kraeling |
| 7. <u>Public Comment</u> | The Honorable Jason Kraeling |
| 8. <u>Committee Concerns</u> | The Honorable Jason Kraeling |
| 9. <u>Adjournment</u> | The Honorable Jason Kraeling |

PUBLIC WORKS COMMITTEE MEETING
FEBRUARY 7, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
3rd committee meeting

Committee Members: Jason Kraeling (Chair), Carol King, Michael Reynolds
Others present: PW Director Matt Fleahman and City Administrator Brandon Madden

1. Call to Order- Chairman Kraeling
2. Public Comment- None
3. Reading and Approval of Minutes
 - a. Public Works Committee Meeting: January 4, 2022

Motion: Councilwoman King made a motion to approve the minutes with Councilman Reynolds seconding.

Vote: The vote was unanimous (3-0).

4. Reports or Communications from City Officers
 - a. Public Works Director Matt Fleahman

Budget Review- The budgets are all where they should be.

Road Paving Update- The list was included for committee. Forrester Creek Way will be moved to be paved earlier than originally planned to allow for the entire neighborhood to be paved at one time.

Under the City's purchasing policy, the City Administrator is allowed to approve expenditures up to a certain amount. The Public Works bay doors will be replaced to make them larger to allow for fire trucks to be pulled into the bay. Because this is an expenditure within the Administrator's approval authority, it does not need to be approved by Council. There will be a transfer of money that was approved for HVAC, which will now be funded through the ARPA funds. This is mentioned for information only.

The City of Mauldin, through the Public Works and Recreation departments, has received a Palmetto Pride litter grant in the amount of \$25,000. The funds will be used to pick up litter within the City. Councilman Reynolds thanked the departments for working together to get this done.

5. Unfinished Business- There is no unfinished business.
6. New Business
 - a. 122 Sunset Drive Stormwater Improvements- The resident at 122 Sunset Drive reached out the Public Works Department in the Fall of 2021 and requested that the roadside ditch be hand dug and opened back up. Street Division staff completed the work by hand digging approximately 440 linear feet of ditch line. In December 2021, Ms. Ward contacted the Department again and asked if the ditch could be piped. Department staff visited the site, took measurements, requested

quotes on materials, and generated a proposal for Ms. Ward. On January 26, 2022, Ms. Ward reached out to the Department and asked to move forward with the project.

Once the materials are received and paid for by the resident, a hold harmless executed, and a utility locate request called in, Public Works expects the work to last 5 to 10 working days.

Motion: Councilwoman King made a motion to send this item to Council with Councilman Reynolds seconding.

Vote: The vote was unanimous (3-0).

- b. Intergovernmental Agreement with Metro Connects- Periodically, the City annexes property into its jurisdictional boundaries that in some instances are developed for commercial, residential, and industrial projects. In some instances, the annexed properties are in the sewer service area of MetroConnects. Thus, the determination of the sewer provider (City of Mauldin or MetroConnects) for the developments is warranted.

The intergovernmental agreement details the process by which the sewer service provider is determined when property is annexed into the City.

Motion: Councilman Reynolds made a motion to send this item to Council with Councilwoman King seconding.

Vote: The vote was unanimous (3-0).

- c. Amendment to the Solid Waste Ordinance- There is concern over enforcement of this ordinance and statements from residents saying they pay taxes in which trash pickup is included and don't think they should pay again to have leaves hauled off.

Councilwoman King said she doesn't think there is an urgency to this and believes committee needs more time to consider different options. Councilman Reynolds said for him it comes back to enforcement, and creating a bigger issue. Where does it stop? For example, if an exterminator comes to his house, he doesn't make him take the bugs with him. This ordinance will also be difficult to enforce. He is willing to listen to ideas and help come up with ways to mitigate the stress on public works.

Motion: Councilman Reynolds made a motion to hold this item in committee with Councilwoman King seconding.

Vote: The vote was unanimous (3-0).

7. Public Comment- None

- 8. Committee Concerns- Councilman Reynolds said he attended an HOA meeting in which the public works and police departments were mentioned. He thanked Public Works for their help in getting the tree that fell during the ice storm off of Hamby Drive quickly.

9. Adjournment- Chairman Kraeling adjourned the meeting at 7:17 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC WORKS COMMITTEE AGENDA ITEM

MEETING DATE: March 7, 2022

AGENDA ITEM: [6a]

TO: Public Works Committee

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Resolution for Enterprise Asset Management Software
Purchase Agreement

REQUEST

Authorization is requested to approve a purchase agreement with Cartegraph for the implementation of its Enterprise Asset Management software via the attached Resolution.

HISTORY/BACKGROUND

The Public Works Department uses several services and software in its daily activities. These include Pubworks, third party GIS services, paper records, WinCan sewer camera software, and several manually maintained databases. As part of the sewer Technical Specifications recently implemented by ReWa, these records which include daily inspections are required to be accessible and leveraged when making decisions on repairs to the sewer system. In order to get all pertinent data in one system, the City allocated \$80,000 as part of the ARPA funds toward implementing a new asset management/work order system for the Sewer Division.

ANALYSIS or STAFF FINDINGS

The City sent out a Request for Proposal on November 15, 2021 and received seventeen submittals. A review committee was set up with three staff members from the City and each submittal was reviewed and scored. Cartegraph was selected as the top proposal and a Purchase Agreement was requested from their organization.

The Cartegraph system will be implemented at Public Works and will include sections for Facilities, Storm Water, Sanitary Sewer, Fleet, and Streets. The interface is GIS orientated and all City owned assets will be incorporated into the system. It will be able to quickly pull up all old inspections as well as generate new ones in the field. All old records will be digitized and entered into the system. The system will allow for all videos collected by the sewer camera to be linked to the sewer line segments depicted inside the software.

FINCANCIAL IMPACT

The cost associated with this Purchase agreement in year one is 77,270.45. Annual costs will either be \$20,198 or \$27,198 depending on the integration of the WinCan sewer camera system.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council approve the Purchase Agreement via the attached Resolution.

ATTACHMENTS

Resolution
Purchase Agreement

RESOLUTION 2022- _____

**A RESOLUTION APPROVING AN AGREEMENT
WITH CARTEGRAPH SYSTEMS, LLC**

WHEREAS, the City of Mauldin desires to enter into an agreement with Cartegraph Systems, LLC (“Cartegraph”) for the purchase and installation of Enterprise Asset Management Software to be utilized by the Public Works Department; and,

WHEREAS, Cartegraph has presented the City with an Agreement attached hereto as Exhibit “A” (the “Agreement”); and,

WHEREAS, the City finds and determines that the Agreement is appropriate and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Mauldin, as follows:

Section 1. The Agreement between the City of Mauldin and Cartegraph Systems, LLC is hereby approved, and the Mayor is authorized to execute and deliver the Agreement and any related documents on the behalf of the City.

ADOPTED this _____ day of _____, 2022.

CITY OF MAULDIN

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

City Attorney



Mauldin, SC

Cartegraph Solutions Purchase Agreement

PA#: PA-006097
Date Prepared: 2/11/2022
Date of Expiration: 6/15/2022

For any questions or assistance, please contact:

Ross Powell
Business Development Manager
Phone: (800) 688-2656
Mobile: +1 9182695205
Email: rosspowell@cartegraph.com

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Mauldin (hereinafter referred to as "City of Mauldin", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

City of Mauldin
5 E. Butler Road
Mauldin, SC
29662

LICENSEE ADDRESS:

City of Mauldin
PO BOX 249
Mauldin, SC
29662

The following Addendums are attached to the Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS SUPPORT

ADDENDUM B - **SERVICES SCOPE OF WORK**

ADDENDUM C - SOLUTIONS AGREEMENT can be found at www.Cartegraph.com/solutions-agreement

ADDENDUM D - Not Used

ADDENDUM E - Not Used

ADDENDUM F - Not Used

Investment Summary

The following section describes Purchase Agreement line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 1 - 3/15/2022 - 3/14/2023 - Services

No.	Product	Code	Quantity	Price
1	Expense Reimbursement	LCG038	1.00	USD 5,600.00
1	Implementation Services	CGPFSV	1.00	USD 44,472.00
Term 1 - 3/15/2022 - 3/14/2023 - Services TOTAL:				USD 50,072.00

Term 1 - 3/15/2022 - 3/14/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 4,649.05
2	Asset Builder (option)	OMSABD	1	USD 502.60
3	OMS User	OMSUSR	12	USD 6,000.00
4	Scenario Builder (option)	OMSSCB	1	USD 0.00
5	Facilities Domain	DOM001	1	USD 2,261.70
6	Sanitary Sewer Domain	DOM005	1	USD 2,261.70
7	Stormwater Domain	DOM007	1	USD 2,261.70
8	Transportation Domain	DOM008	1	USD 2,261.70
9	Systems Integration Subscription Wincan Integration	SYITSB	1	USD 7,000.00
Term 1 - 3/15/2022 - 3/14/2023 - Subscription TOTAL:				USD 27,198.45

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 77,270.45
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Investment Notes:

- All pricing presented in this document is valid through the date of expiration. Any pricing concessions made are only applicable to this transaction and should not be assumed for future purchases.
- Purchasing the products presented in this document through any alternative procurement method other than that identified will require a revised price proposal which may include an associated price adjustment.
- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.
- Customer Purchase Order or Contract must reference the Cartegraph Purchase Agreement Number identified on the title page of this document for pricing to be valid.
- All pricing is in U.S. Dollars (\$USD).
- Pricing is valid through 6/15/2022.

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in the Investment Summary.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered your notification for Cartegraph to proceed. Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement unless indicated differently in the Investment Notes.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$27,198.45

SOLUTION SERVICES INVOICING

Invoicing for the Solutions Services shall occur upon the acceptance of this Purchase Agreement and be invoiced as follows:

- 25% upon execution of this Agreement.
- 25% at the completion of the assessment/delivery, or 3 months from execution of this Agreement, whichever is sooner.
- 25% at the completion of the test deployment, or 4 months from execution of this Agreement, whichever is sooner.
- 25% at the completion of production deployment, or 6 months from execution of this Agreement, whichever is sooner.

EXPENSES

In providing the services included in this Purchase Agreement, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. **Out-of-pocket expenses will not exceed \$5,600.00 without written approval.** Out-of-pocket expenses are billed based on actual costs incurred and are due separately.

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

Cartegraph Systems LLC:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

City of Mauldin:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

ADDENDUM A

Solutions Support

As part of the annual Solution Subscription fee identified in the above Investment Summary, Customer will receive the following support for the duration of the paid subscription Term.

TECHNICAL SUPPORT

1. Campus – www.cartegraph.com/campus
Our User Assistance area is a convenient and easily shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by- step guides, videos, and more.
2. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat
When questions need answers and difficulties arise, count on our industry- leading Support team to provide the guidance and assistance you need. Live Chat is available within the product or through Campus. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. Secure, Live Remote Support
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

TRAINING & EDUCATION SUPPORT

1. Convenient Online Resources
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
2. Customer Led User Groups
Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

RELEASES & UPGRADES

1. New Releases
Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products and as a customer with an active subscription, you will receive each new release of the software.
 1. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
 2. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality
2. Service Packs
A Service Pack consists of lower-severity bug fixes and/or small platform updates.
 1. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
 2. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

3. Hot Fixes

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Addendum B

Services Scope of Work

The Solutions Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and are subject to the limitations and terms and conditions set for the in the Purchase Agreement, and its reverence Addendums. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, test and production OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

Cartegraph will provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments

- Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
- Cartegraph will provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.
 - Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - Cartegraph recommended best practices for Fleet Management
 - Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management

- Cartegraph Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Preventative Maintenance Plans functionality. Training topics include:
 - Preventative Maintenance
 - Cartegraph recommended best practices for proactive asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Advanced Inspections and Asset Condition Manager functionality. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced inspections and condition management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to sixteen (16) hours, on Scenario Builder functionality. Training topics include:

- Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Planned Work
 - Map Control
 - Work Order Creation
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - Cartegraph recommended best practices for scenario builder

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Asset Builder functionality. Training topics include:
 - OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - Cartegraph recommended best practices for expanding the system's use and/or building assets

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:

- Parent level asset records
- Asset location (spatial x/y) attributes
- Parent level resource (Labor, Equipment Material, Vendor) records
- Resource Rate (Labor, Equipment, Material) records
- Standard system libraries

Cartegraph will provide one test and one production custom data conversion service for your historical data listed below:

- PubWorks data related to: Equipment Inventory, Fleet Maintenance Records, Equipment Inspections, Material Inventory, Fuel Usage, Service Orders
- For the custom data conversion service(s) listed above, Cartegraph will provide:
 - A review of the historical data along with recommendations for OMS best fit.
 - A field map workshop, which will identify where and how historical data will appear within OMS
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map

All data must be accessible to Cartegraph from a SQL DB, SQL View, Access DB or Comma Delimited File.

Assets

Asset implementation includes the following professional services:

Cartegraph will provide installation and training on the following twenty-two (22) asset types:

- Facilities (3)
 - HVAC; Roofing; Facility Lighting
- Sanitary Sewer (7)
 - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump
- Stormwater (6)
 - Storm Basin; Storm Culvert; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe;
- Transportation (4)
 - Pavement; Sign; Marking; Pavement Area;
- Walkability (1)
 - Sidewalk;
- Fleet

Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio; video; and web conferences unless otherwise noted.

Integrations

- Cartegraph staff will provide a uni-directional (one-way) integration service between WinCan's exported NASSCO data and Cartegraph. The integration includes:
 - A one-way integration of data from the source system to Cartegraph:
 - Cartegraph will create inspection records with condition categories matched to the Structural and O&M Quick Ratings from the NASSCO inspection
 - Cartegraph will link inspection records to a provided URL via the Attachments recordset
 - For each integration point listed above, Cartegraph will provide:
 - Up to 12 fields (in the same Cartegraph recordset)
 - A sync using a unique ID
 - If ID exists; information will be updated

- If ID does not exist; Cartegraph will either produce an error log message, ignore the imported record, or create a new record in OMS based on client preference. Only one of the three options may be selected for all import scenarios.
- A customer-configurable runtime interval for the sync

Assumptions

- Cartegraph will link to the specified location of media files. The integration does not include transferring media files to an accessible location.
- Integration will occur with NASSCO standard PACP, LACP and MACP outputs in compliance with version 7 or above.
- All data must be accessible to Cartegraph from a CSV or an Access database.

Exclusions

The following service items are not included in the scope of this project:

Implementation of any custom modification or integration developed by Cartegraph; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.

Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Purchase Agreement

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

PUBLIC WORKS COMMITTEE

AGENDA ITEM

MEETING DATE: March 7, 2022

AGENDA ITEM: [6b]

TO: Public Works Committee

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Resolution - On-Call Stormwater Engineering Services

REQUEST

Authorization is requested to approve an On-Call Engineering contract via the attached Resolution with KCI to provide stormwater project design services.

HISTORY/BACKGROUND

The City of Mauldin is part of Greenville County's MS4 Stormwater permit. As part of the permit, the City is responsible for drainage structures within City-Owned rights-of-way (ROWs). The Public Works Department inspects and maintains these drainage systems so that stormwater will be properly conveyed to drainage outfalls. In many portions of the City, stormwater drainage structures were constructed off the ROW and on private property. These conveyances sometimes traverse several properties before emerging back on City owned property. In accordance with State Law and City Policies, the City is not responsible for these drainage structures on private property. In instances where drainage systems on private property have been addressed by the City, the property owner and the City establish utility easements which grant access and authority over the inspection and maintenance of the newly installed/repaired drainage structure.

ANALYSIS or STAFF FINDINGS

The City identified a need to contract an engineering firm to inspect, design, and oversee stormwater construction projects in areas of the City where the installed drainage system is under sized, failing, or absent. This need extends to both the City-owned ROW and private property. In Council Memorandum 9-1 dated September 8, 2021, Council was provided a recommended Spending Plan for the American Rescue Plan Act (ARPA). In it, the City recommended allocating resources to address stormwater issues throughout the City.

On December 6, 2021 the City issued a Request for Proposal for On-Call Engineering Services. After thirty days, the submittal window was closed and a review team of three City employees was convened to review and score the submittals. KCI was awarded the highest score and was contacted to generate an On-Call services contract.

FINANCIAL IMPACT

The City allocated 1,129,724 dollars in year one of the ARPA spending to fund necessary stormwater management projects that improve the City's stormwater infrastructure systems.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council approve the On-Call Engineering Contract with KCI via the attached Resolution.

ATTACHMENTS

Resolution
Contract

RESOLUTION 2022- _____

**A RESOLUTION APPROVING AN AGREEMENT
WITH KCI TECHNOLOGIES, INC.**

WHEREAS, the City of Mauldin desires to enter into an agreement with KCI Technologies, Inc. (“KCI”) for stormwater project design and engineering services; and,

WHEREAS, KCI has presented the City with a Master Services Agreement attached hereto as Exhibit “A” (the “Agreement”); and,

WHEREAS, the City finds and determines that the Agreement is appropriate and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Mauldin, as follows:

Section 1. The Agreement between the City of Mauldin and KCI Technologies, Inc. is hereby approved, and the Mayor is authorized to execute and deliver the Agreement and any related documents on the behalf of the City.

ADOPTED this _____ day of _____, 2022.

CITY OF MAULDIN

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

City Attorney

MASTER SERVICES AGREEMENT

for

PROFESSIONAL SERVICES

THIS MASTER SERVICES AGREEMENT for PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date of the last signature (“Effective Date”), by and between **City of Mauldin (hereinafter “Client”)** with a business address of **5 East Butler Road, Mauldin, SC 29662**, and **KCI Technologies, Inc. (hereinafter “KCI”)** with a business address of **106 Clair Drive, Piedmont, SC 29673**. Client and KCI shall be referred to herein as the “Parties” with one individually referenced as a “Party.”

WHEREAS, the Parties contemplate that Client may elect to engage KCI from time to time through individual Task Order to perform services for certain projects (each, a “Project”).

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Parties as follows:

1. **Recitals**. The Recitals set forth above are hereby incorporated into the body of this Agreement.
2. **Purpose**. This Agreement provides the terms and conditions upon which Client shall procure, and KCI and its Affiliates shall provide, services in accordance with each Task Order (see template Task Order in Exhibit A) negotiated by the Parties. “Affiliate(s)” of a Party shall mean any person or entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with, a Party. Any reference herein to “KCI” shall mean KCI or its relevant Affiliates.
3. **Term**. The term (“Term”) of this Agreement shall initially be three (3) year(s) from the Effective Date. The Term shall be automatically extended for up to three (3) consecutive additional one (1) year periods unless either Party gives written notice that it does not wish to extend upon not less than thirty (30) days prior to the expiration of such term or otherwise terminates in accordance with provisions herein and subject to the termination rights within this Agreement.
4. **General Responsibilities of KCI**.
 - a) KCI shall be solely responsible for performing the services (the “Services”) described in the Task Order described in Section 5 hereof (each, a “Task Order”) in accordance with the Standard of Care defined herein and subject to the Contract Documents as listed in the relevant Task Order. Further, KCI shall provide in reasonably timely fashion, upon written request of Client, such information identified by Client as needed for the timely completion of the Services.
 - b) KCI will perform the Services in a manner consistent with the degree of care and skill

ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement (“Standard of Care”). Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either Party to the other.

5. Task Order.

- a) With respect to each Project hereunder, Client shall issue a Task Order setting forth a description of the Project, including the location(s) and nature of the Project; the names and contact information for Client's and KCI's representatives; the Services; the schedule for completion; the fee and payment procedure; any terms and conditions varying from those stated herein; and, a listing of the all relevant documents, attachments and exhibits (“Contract Documents”).
- b) No Task Order shall be considered accepted by KCI or binding upon the Parties until execution by a KCI authorized representative.
- c) Client may withdraw the Task Order in the event it is not executed by KCI within ten (10) business days of KCI’s receipt.
- d) Depending upon the Services in any given Task Order, certain additional services (“Additional Services”) may be required or necessary that KCI cannot determine or estimate at the time of the Task Order. For this reason, the fee for Additional Services is not included in the "Fees" section of the Task Order. Further, the performance of these Additional Services is not included in the Services and must be described in a Supplement Task Order to the original Task Order.

6. Fee and Payment. The sum to be paid by Client to KCI for a Project (“Fee”) and the details of the payment schedule shall be stated in the relevant Task Order, whether as total project dollars or on a per unit or per hour basis, as applicable. Fees shall be paid in accordance with payment schedules detailed in the relevant Task Order, this Agreement, or attachments hereto.

- a) In the absence of a payment schedule in a Task Order, invoices submitted by KCI to Client are due and payable in full no later than thirty (30) days after the satisfaction of all payment conditions stated herein including the provision of all required documentation for the Services reflected in any particular invoice. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing each Task Order.
- b) All invoices and requests for payment from Client shall be submitted in accordance with Exhibit B, unless otherwise required in a Task Order.

- c) Records of KCI's costs and expenses pertinent to its Task Order under this Agreement will be kept in accordance with generally accepted accounting practices. All financial records related to this Agreement will be made available to Client for audit at any time reasonably requested. KCI will keep all financial records for at least two (2) years after Project completion.
 - d) Notwithstanding any dispute between Client and KCI including any withholding made in good faith by Client, KCI shall carry on with performance of the Task Order to be provided hereunder by KCI and maintain its progress notwithstanding such withholding or dispute, so long as Client continues to make payments to KCI of all undisputed items and undisputed amounts in accordance with the terms of this Agreement unless client notifies KCI to stop the work pursuant to Section 17 of this Agreement.
 - e) Fees and payments for Additional Services shall be in addition to the Fee set forth in the Task Order and shall be billed and paid on the same fee and payment terms applicable to the Task Order unless otherwise agreed to in writing by the Parties.
7. **Right of Entry; Permits; Safety.** Client agrees to provide rights of entry and all permits necessary for the completion of the Services under each Task Order at no cost to KCI unless otherwise defined in the Task Order.

If the Services require KCI personnel to be at a Project site, that is not under the control of the Client, KCI agrees it is responsible for the health and safety of its employees and anyone for whom it is legally liable and will comply with Client's or any of Client's contractors or representatives reasonable health and safety requirements while at a Project site. KCI acknowledges and agrees that Client, if it is not in control of the Project site, is not responsible or liable for KCI's safety while at a Project site. KCI agrees to comply with Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the Project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of its contractors or representatives.

8. **Change Orders.**

- a) A Task Order may be amended from time to time upon written agreement of the Parties and execution of a modification to the Task Order ("Change Order"). All Change Orders must be in writing. If Client rejects a request from KCI for a Change Order, KCI shall proceed to fulfill its obligations under this Agreement and the last version of the applicable Task Order.
- b) Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by Client or documents provided by Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called "Changed Conditions", KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to

the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI how to proceed with the Task Order.

9. **Insurance.** KCI shall provide and maintain insurance coverage in accordance with the following:
- a) KCI shall maintain insurance coverages at its own cost and expense for the duration of this Agreement and for three (3) years after expiration or termination of this Agreement. KCI's insurance coverages shall be issued by nationally reputable and reliable companies that are authorized to transact business in the State where the Project is taking place.
 - b) KCI shall provide certificates of insurance, which include the Project Name, verifying the minimum required insurance coverage limits, and endorsements stating additional insureds and waiver of subrogation requirements. Certificates and endorsements shall also be provided on this Agreement's anniversary date, and at least two (2) weeks prior to policy expiration, validating policy renewal or extension. Within two (2) weeks of receipt of notice of cancellation, reduction in coverage, or non-renewal, KCI shall provide Client with certificates confirming replacement or reinstatement of the required coverage. If, due to claims made or paid, the aggregate limits are reduced below the limits required hereunder, KCI shall immediately obtain additional insurance to restore the full aggregate limits and provide Client with a certificate satisfactory to Client validating compliance with this provision.
 - c) This Agreement is contingent on KCI obtaining and maintaining insurance in the same form and coverage as stated in the Task Order, but not less than the following limits.
 - (1) Broad Form Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.
 - (2) Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - (3) Umbrella Liability: \$1,000,000 per occurrence, following form.
 - (4) Workers' Compensation: Limits as required by State of South Carolina, including, Employers' Liability with the following limits:
 - \$100,000 each accident
 - \$500,000 disease/policy limit
 - \$100,000 disease/each employee

- (5) Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for three years following contract completion.)
- \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- d) KCI's insurance, except workers compensation and professional liability, shall identify Client as an additional insured and shall contain a provision assuring that said coverage will not materially change or terminate without first providing Client thirty (30) days' advanced written notice (ten (10) days' prior written notice for failure to pay premium).
- e) Client shall not be liable for any deductibles on additional insured coverage, and any coverage maintained by Client shall be excess and noncontributing. The required insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of liability. Coverage shall contain no non-standard or non-ISO limitations on the scope of protection afforded to Client and its respective officers, directors, agents, and employees.
- f) Failure of Client to demand such certificates, endorsements, or other evidence of full compliance with these insurance requirements or failure of Client to identify a deficiency from evidence that is provided shall not be construed as a waiver of KCI's obligation to maintain such insurance.
- g) KCI shall provide Client with prompt and timely notice of claims made or suits instituted that arise out of or result from KCI's performance of this Agreement, and that involve or may involve coverage under any of the required liability policies.
- h) If KCI is authorized to use subconsultants, then KCI shall require that each of its subconsultants comply with these same insurance coverage requirements.

10. Indemnification.

- a) KCI shall indemnify and hold harmless Client, its officers, directors, and employees, from and against those liabilities, damages and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.
- b) KCI shall indemnify, defend and hold harmless Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.
- c) The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

- d) The South Carolina Tort Claims Act limits the amount of damages which may be recovered from any governmental entity in the State of South Carolina. The City maintains liability insurance through the South Carolina Municipal Reserve Fund (“SCMIRF”) with policy limits specified in the South Carolina Tort Claims Act providing liability insurance for the City and its employees for acts of negligence caused by employees or agents acting on behalf of the City. The City agrees to maintain this policy during the duration of this Agreement.
- e) Neither Client nor KCI shall be obligated to indemnify the other Party in any manner whatsoever for the other Party’s own negligence.

11. Recordkeeping. Client shall have the right to audit KCI's records for a period of three (3) years following submission of KCI's final invoice under this Agreement.

12. General Warranties. Each Party represents and warrants that there are no actions, suits or proceedings pending and served against it before any court or administrative agency that would materially impair such Party's performance of its obligations under this Agreement of any accepted Task Order. Each Party has full power and authority to execute, deliver and perform its obligations under this Agreement. Each Party represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations, or orders issued by any public or governmental agency, body, or authority, whether Federal, state, local or otherwise, and has obtained all applicable permits and licenses to perform the Services required of such Party in connection with its obligations under this Agreement and will maintain those permits and licenses for the duration of this Agreement.

13. KCI Warranties. KCI represents and warrants:

- a. That it is duly qualified to do business and is in good standing in the locations in which the Services shall be performed.
- b. That it shall provide the Services for each Project described in a Task Order, performed in accordance with the Standard of Care set forth herein.

14. Force Majeure. If and to the extent that either Party is prevented, precluded or hindered from performance under a Task Order by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the Party’s obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences. A time extension is the only remedy for a force majeure circumstance.

15. Notice. All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the Party’s designated recipient at the following:

As to Client:
Brandon Madden
and Matt Fleahman
City of Mauldin

5 East Butler Street
Mauldin, SC 29662
(864) 289-8904 (Telephone)
bmadden@mauldincitysc.com
mfleahman@mauldincitysc.com (Email)

As to KCI:
David DePratter
KCI Technologies, Inc.
106 Clair Drive
Piedmont, SC 29673
(864) 714-1298 (Telephone)
david.depratter@kci.com (Email)

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contact information from the above will not be effective until such time as written notice is provided to the other Party in accordance with this Section 16.

16. Intellectual Property and Project Deliverables. The following terms shall govern all deliverables under any Task Order subject to the express terms of the relevant Task Order.

- a. Upon final payment, KCI assigns Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder

and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Task Order. "Documents and Materials" are the documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

- b. Until final payment and during the provision of the Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.
- c. Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.
- d. If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted

on the hard copies of such documents or materials, the hard copies shall govern.

- e. In the event Client or Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.
- f. Client will include in all contracts in any way related to the Services, provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications. Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

17. Termination and Suspension.

- a. **Termination for Convenience.** Client shall have the right at any time to terminate a Task Order in whole, or in part, by written notice to KCI. Upon receipt of this notice, KCI shall discontinue performing any Services, will not incur any further expenses and shall promptly cancel all orders for Services, materials, or supplies relating to the Project. In the event of termination for convenience, Client shall pay KCI for all Services performed through the date of termination and subject to all conditions for payment set forth herein. In no event shall Client be obligated to pay for lost or anticipated profit on Services not performed.
- b. **Termination for Cause.** Either Party may terminate this Agreement or a given Task Order for cause should the other Party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating Party shall give written notice to the intended terminated Party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated Party fails to take substantial steps in the time allotted, the other Party may immediately terminate this Agreement.
- c. **Suspension.** Client may suspend all or a portion of KCI's performance of a Task Order by giving written notice to KCI. Upon receipt of this notice, KCI shall discontinue performing any Services, will not incur any further expenses and shall promptly cancel all orders for Services, materials, or supplies relating to the Project. Should Client thereafter request performance of the Task Order to resume, the time for KCI's completion of its performance of the Task Order shall be extended by at least the number of days the performance of the Task Order is suspended and the Fee to KCI shall be equitably adjusted in writing to provide for expenses incurred

due to the interruption and resumption service. If the period of suspension exceeds ninety (90) consecutive days, either Party may terminate the Task Order by written notice to the other Party, and Client shall pay KCI for all Services performed through the date of suspension and subject to all conditions for payment set forth herein.

- d. Consistent with above Section 17, Intellectual Property and Project Deliverables, KCI will provide to Client all Documents and Materials, whether complete or in progress, upon notice of termination.

18. Confidentiality. The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a Party ("Disclosing Party") provided to the other Party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section 19 will expire three (3) years after the expiration or termination of the Agreement.

No publicity releases (including news releases and advertising) pertaining to this Agreement or a Task Order hereunder shall be issued by either Party without the prior

written approval of the other Party.

19. Dispute Resolution.

- a. The Parties agree that all claims, disputes, and other matters (“Claims”) in question between the Parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each Party. If after thirty (30) business days the Claim remains unresolved, then the Parties agree to submit the Claim for confidential, non-binding mediation with both Parties agreeing to the mediator no later than forty-five (45) business days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both Parties. Each Party is responsible for its own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the Parties. The Parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either Party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission.
- b. If mediation fails to resolve the Claims within six (6) months, the Claims may be submitted for determination through litigation in a court of competent jurisdiction in the County or City consistent with Section 21, Governing Law, below. Prior to the exercise of this right, the Party seeking judicial relief shall have provided the other Party thirty (30) days prior written notice before filing such judicial action.
- c. The failure of either Party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.
- d. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY AS TO ANY CLAIM, COUNTERCLAIM, OR CAUSE OF ACTION OF ANY KIND OR NATURE EITHER MAY HAVE HAD ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TASK ORDER PERFORMED HEREUNDER.**

20. Governing Law. This Agreement and any Task Order are subject to the following:

- a. The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendment thereto shall be governed by the laws of the State in which the Project is located, excluding its rules with respect to conflict of laws.
- b. All litigation arising under this Agreement shall be in the state courts located in the county or municipality in which the Project is located.

21. Miscellaneous Provisions.

- a. KCI agrees that all subconsulting agreements made pursuant to this Agreement shall be made expressly subject to all of the terms and conditions of this Agreement and the Contract Documents.
- b. KCI shall comply with data privacy and cybersecurity requirements as required by

Client and will provide documentation confirming compliance as requested by Client. KCI represents and warrants that it has cybersecurity and data privacy policies, practices and procedures, and complies with current industry best practices. KCI will provide a copy of its most recent cybersecurity audit report excluding privileged information, or its equivalent, if requested by Client.

- c. Neither Party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that Party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other Party and levels of performance at least equal to those provided for in this Agreement.
- d. The Parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of Client and are not intended by either Party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.
- e. This Agreement and the Contract Documents contain all the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise regarding the subject matter of this Agreement exist. Any change in, addition to or waiver of the terms and conditions of this Agreement shall be binding only if approved in writing by an authorized representative of the Parties.
- f. Both Parties agree that KCI is an independent contractor and shall act at all times as an independent contractor hereunder. Neither KCI nor anyone employed by or acting for or on behalf of KCI shall ever be construed as an employee of Client and Client shall not be liable for employment or withholding taxes respecting KCI or any employee of KCI. KCI shall take all steps to ensure that KCI and KCI's employees are treated as independent contractors. To the extent permitted by law, KCI, for KCI and for anyone claiming through KCI, waives any and all rights to any consideration, compensation or benefits, except as expressly provided for herein. KCI shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subconsultants. KCI shall have the right to direct and control the employees supplied by KCI, including, without limitation, the right to terminate the employment of such employees, the right to discipline such employees, and the right to require the employees to adhere to certain policies and procedures of KCI. KCI shall provide health insurance coverage to employees supplied by KCI that is compliant with the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq. (2010), as amended or replaced (the "ACA"), or otherwise comply with the provisions of the ACA, including, without limitation, the payment of any penalties or excise taxes with respect to employees supplied by KCI. KCI shall require its subconsultants to comply with these requirements and shall, upon request, provide KCI a copy of its agreement with each subconsultant evidencing the same, in KCI's sole discretion. KCI shall indemnify, defend (if requested), and hold harmless Client from and against any and all liabilities, expenses, costs (including,

without limitation, reasonable attorneys' fees and court costs), penalties, judgments, claims, excise taxes, damages, or other liabilities of any kind arising out of the failure by KCI or its subconsultants to comply with these Section 22(f) requirements.

- g. If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the Parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

Remainder of page left blank intentionally, signature page follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

City of Mauldin

BY:

Signature

Name

Title

Date

KCI Technologies, Inc.

BY:

Signature

Name

Title

Date

Exhibit A to MSA
SAMPLE TASK ORDER
to the
MSA for Professional Services
KCI Project Number _____

This Task Order effective as of the date of the last signature (“Effective Date”) is entered into by **City of Mauldin** (“Client”) and **KCI Technologies, Inc.** (“KCI”) with regard to the project identified below (“Project”). Client and KCI shall collectively be referred to herein as the “Parties.”

The Project:	
Project Address:	
Client’s Representative:	
KCI’s Representative:	

All services provided by the Parties on the Project shall be governed by the terms of this Task Order and those in the Master Services Agreement for Professional Services (“MSA”) attached hereto as Attachment A and incorporated by reference herein.

The Parties shall complete this Task Order in accordance with the contract documents listed on and attached as Attachment B (the “Contract Documents”).

Scope of Services

KCI’s scope of services, including deliverables (the “Services”), is (provide detailed description.)

Project Schedule

KCI shall perform the Services in accordance with the schedule (“Project Schedule”) provided below.

Fee and Payment

KCI’s fee for completion of the Services in accordance with the Contract Documents is (insert the fee).

KCI shall comply with the invoicing procedures described in the MSA.

Special Terms and Conditions

In the event of a conflict between the following terms and conditions and the MSA with regard to the Services, the terms and conditions listed in this Special Terms and Conditions Section shall govern.

(Any terms and conditions that vary from the MSA to be inserted.)

In the event of any other conflict between the terms hereof and the MSA, the terms of the MSA shall govern.

IN WITNESS WHEREOF, the Parties have caused this Task Order to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Task Order.

City of Mauldin

BY:

Signature

Name

Title

Date

KCI Technologies, Inc.

BY:

Signature

Name

Title

Date

Attachment A to Task Order

MSA

Attachment B to Task Order

Contract Documents

(Include all relevant documents, attachments, and exhibits.)

Exhibit B to MSA

Invoice Processing

PUBLIC WORKS COMMITTEE AGENDA ITEM

MEETING DATE: March 7, 2022

AGENDA ITEM: [6c]

TO: Public Works Committee

FROM: Public Works Director, Matthew Fleahman

SUBJECT: Resolution - HVAC Replacement Contract

REQUEST

Authorization is requested to approve a contract via the attached Resolution with Waldrop Mechanical Services for the replacement of HVAC units contained within City-owned facilities.

HISTORY/BACKGROUND

The City of Mauldin has heating, ventilation, and air conditioning (HVAC) units throughout its City-owned facilities. In 2020, the Public Works Department did an assessment of the City's HVAC units and developed a 10-year capital improvement plan which outlined the replacement schedule for the units. As part of the ARPA funding program, monies became available to circumvent the 10-year plan and address the City's units in one large contract.

ANALYSIS or STAFF FINDINGS

The City sent out a Request for Quotations on December 23, 2021 and received five submittals. A review committee was set up with three staff members from the City and each submittal was reviewed and scored. Waldrop Mechanical Services was selected as the top proposal and a contract was requested from their organization.

The HVAC replacements will occur during the 2022 calendar year and all new units will be manufactured by Trane. Units slated to be replaced are identified in the attached contract and are located at City Parks, Cultural Center, Sports Center, Public Works facility, Senior Center, and City Hall.

FINCANCIAL IMPACT

The cost associated with this contract is \$444,406. The amount budgeted in accordance with Council Memorandum 9-1 dated September 8, 2021 was \$548,000.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council approve the Contract via the attached Resolution with Waldrop Mechanical Services.

ATTACHMENTS

Resolution
Contract

RESOLUTION 2022- _____

**A RESOLUTION APPROVING AN AGREEMENT
WITH WALDROP MECHANICAL SERVICES**

WHEREAS, the City of Mauldin desires to enter into an agreement with Waldrop Mechanical Services (“Waldrop”) for the replacement of HVAC units located on City owned buildings; and,

WHEREAS, Waldrop has presented the City with an Agreement attached hereto as Exhibit “A” (the “Agreement”); and,

WHEREAS, the City finds and determines that the Agreement is appropriate and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Mauldin, as follows:

Section 1. The Agreement between the City of Mauldin and Waldrop Mechanical Services is hereby approved, and the Mayor is authorized to execute and deliver the Agreement and any related documents on the behalf of the City.

ADOPTED this _____ day of _____, 2022.

CITY OF MAULDIN

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

City Attorney



PROPOSAL

February 10, 2022
City Of Mauldin
Bid #2022-01 City HVAC System Replacement

Proposal # SP-22-017

ATTN: Matt Fleahman

Subject:- Direct Replacement HVAC Equipment and multiple locations

Dear Matt,

Thank you for the opportunity to render pricing on the above facility. Below you can find the options that you requested pricing for.

Scope of Work-HVAC Replacements

Mauldin City Parks \$ 24,826.00

- 1.5 ton Trane Split gas Furnace 90+ efficiency and cooling
- 2 ton Trane Split gas Furnace 90+ efficiency and cooling
- 3 ton Trane Split gas Furnace 90+ efficiency and cooling
- all required duct, refrigerant piping, gas piping, flue piping, connections, thermostat, permits and start up

Cultural Center \$ 64,970.00

- (5)2 ton Trane Split gas Furnace 90+ efficiency and cooling
- (1)4 ton Trane Split gas Furnace 90+ efficiency and cooling
- (2)5 ton Trane Split gas Furnace 90+ efficiency and cooling
- all required duct, refrigerant piping, gas piping, flue piping, connections, thermostat, permits and start up

Public Works \$ 61,715.00

- (2) 10 ton Trane packaged roof top units
- 7.5 ton Trane split cooling with (2) twinned gas furnaces
- 3 ton Trane Split gas Furnace 90+ efficiency and cooling
- 3 ton Trane mini split A/C only system.
- all required duct, refrigerant piping, gas piping, flue piping, connections, thermostat, permits and start up
- crane and rigging

Senior Center \$ 40,933.00

- (1) 20 ton Trane Packaged gas unit
- (1) 10 ton Trane Packaged gas roof top unit.
- All required electrical connections, controls connections with thermostat, permits crane and rigging

City Hall \$ 31,595.00

- (1)7.5 ton Trane split cooling with (2) twinned gas furnaces
- (1)5 ton Trane Split gas Furnace 90+ efficiency and cooling
- 3 ton Trane mini split A/C only system.
- all required duct, refrigerant piping, gas piping, flue piping, connections, thermostat, permits and start up
- crane and rigging

Sports Center \$ 220,367.00

- (2) 50 ton Trane packaged roof top unit
- (1) 20 ton Trane packaged roof top unit
- (1) 12.5 ton Trane packaged roof top unit
- (1) 5 ton Trane packaged roof top unit
- all required duct, refrigerant piping, gas piping, flue piping, connections, thermostat, permits and start up
- crane and rigging

We propose hereby to furnish labor and material complete in accordance with the above specifications for the sum of: _____ \$ 444,406.00

We specifically exclude

1. We do not include repair or replacement of any additional equipment other than that listed above.
2. We do not guarantee the condition or functionality of any existing equipment.
3. Overtime to accelerate this project has not been included.
4. Any items that are not specifically listed above are excluded from our price.
5. Asbestos Abatement is not included in our proposal and is the responsibility of the owner
6. Electrical powering beyond what is listed in our scope of work
7. Engineering services
8. Extended warranties or special warranties

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Payment to be made as follows: Net 30 payment terms from invoice date.

(Note: This proposal may be withdrawn if not accepted within 15 days.) **2/25/2022**

We appreciate the opportunity to offer our proposal on this project. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,


WALDROP Mechanical Services
 Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Customer Signature: _____ Date: _____

Phone 864.578.7252 P.O. Box 369 Reidville SC 29375, 331 South Hammett Rd. Greer SC 29651 Fax 864.578.3419

Epidemic Rider

Notwithstanding any provision(s) of this Subcontract, if as a direct or indirect result of any virus, disease, or any other widespread communicable disease that causes disruption, including but not limited to COVID-19 or contagion, any other Epidemic or Pandemic (hereinafter collectively referred to as “Epidemic”), Subcontractor’s work is delayed, disrupted, suspended or otherwise impacted by, among other things, (i) disruptions to material and/or equipment supply; (ii) illness of Subcontractor’s workforce and/or unavailability of labor; (iii) government quarantines shelter-in-place orders, closures, or other mandates, restrictions and/or directives; (iv) Owner or Contractor restrictions and/or directives; (v) fulfillment of Subcontractor’s contractual or legal health and safety obligations associated with an Epidemic; then Subcontractor shall be entitled to an equitable adjustment to the Subcontract Schedule and duration to account for such disruptions, suspensions, and impacts. Under such circumstances, Subcontractor shall not be liable for any liquidated, compensatory, consequential, special and/or damages incurred by the Owner or Contractor resulting from such delays.

To the extent any of the causes identified above result in an increase in the price of labor, material, or equipment used in the performance of this Subcontract, the Subcontractor shall be entitled to an equitable adjustment to the Subcontract price for such increases. Any such equitable price increases to labor, material or equipment shall be provided by way of a Change Order to the Subcontract.

This language shall take precedence over any conflicting language in the Contract Documents

PUBLIC WORKS COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: March 7, 2022

AGENDA ITEM: 6d

TO: Public Works Committee
FROM: Matt Fleahman, PW Director
SUBJECT: Palmetto Pride Grant Acceptance

REQUEST

Authorization is requested to accept a \$25,000 grant from Palmetto Pride to fund a litter pick up crew.

HISTORY/BACKGROUND

The City of Mauldin's Public Work Department submitted a grant application to Palmetto Pride on November 18, 2021 for financial assistance in funding a litter pick-up crew. The City was awarded the top financial award of \$25,000 on February 2, 2022.

ANALYSIS or STAFF FINDINGS

The Public Works Department submitted litter pick-up crew in the grant application with an itemized budget. The budget calls for the purchase of worker personal protection equipment (gloves, vests, pickers) and the funding for temporary employees to pick-up litter along roadways. The tracking of hours, purchases, and the number of bags of litter will be recorded and reported by the Public Works Department.

FINANCIAL IMPACT

The City will be awarded \$25,000 as a grant.

RECOMMENDATION

Staff recommends the Public Works Committee and the City Council accept the Palmetto Pride Grant.



2700 Middleburg Drive STE 216
Columbia, SC 29204
1.877.PAL.PRDE (Toll Free)
1.803.758.6034
1.803.758.6032 Fax
www.palmettopride.org

February 2, 2022

Matthew Fleahman
City of Mauldin
PO Box 249
Mauldin, SC 29662

Dear Mr. Fleahman:

It gives us great pleasure to inform you that City of Mauldin has been awarded a 2022 Litter Crew Grant in the amount of \$25,000.00. **If you have any outstanding grants, you will not receive your 2022 grant award check until you have submitted all necessary reports for your previous grant.**

Below is the list of items that are approved for funding:

\$25,000 Staff and supplies

Please find enclosed the Litter Prevention Grant Guidelines. You will need to fill out the attached Guidelines Acknowledgement page. Please return the signed document via fax at (803) 758-6032 or e-mail at sjenkins@palmettopride.org. Maintain original documents in your files. **You will not receive your grant check until I receive this signed page.**

We are excited about the opportunity of collaborating with your organization. Your litter eradication efforts make a difference in your community and benefit all South Carolinians. If you have any questions, please contact me toll-free at (877) 725-7733 or at sjenkins@palmettopride.org.

Sincerely,

Sherryl Jenkins
Grants Manager

Enclosure





**LITTER CREW GRANT
GUIDELINES ACKNOWLEDGEMENT**

Purpose of Grant

The Litter Crew Grant is a competitive grant that provides funding of up to \$25,000 to municipalities and counties pay for litter removal crews. The governing organization should prioritize municipal or county maintained roads that would be unsafe for volunteers, roads that require routine maintenance, state highways, as needed, and hot spots.

PalmettoPride maintains that litter prevention is best, but pickup is an important part of litter prevention. Routine pickup helps to reduce litter on the roads and to foster community pride.

Grant Period

The Litter Crew Grant will be for one year, with targeted start date of January 1, 2022. Special requests will be taken on an as is basis. PalmettoPride will dispense funds bi-annually dependent on activities and reports submitted and approved.

Compliance

In compliance with this grant, each grantee agrees to:

1. Initiate and complete all work outlined in the project description within the applicable time frame.
2. The organization will submit the following online reports:
 - a. Monthly Pickup Report **due the 1st Friday** of every month
 - b. Final Summary and Expenditures **due November 30**.

Amendments to the grants are permitted upon the mutual agreement of PalmettoPride and the grantee organization, and will become effective when specified in writing by PalmettoPride.

If you fail to comply with these guidelines or to fulfill your proposed grant obligations, PalmettoPride reserves the right to request items and/or financial reimbursement of the amount granted. Failure to submit required reports shall disqualify the recipient for future grants.

Please sign and return via mail, fax (803) 758-6032 or e-mail to sjenkins@palmettopride.org. Please maintain all originals in your files.

Organization

Signature of Grant Administrator

Date

November 18, 2021

Palmetto Pride
2700 Middleburg Dr #216,
Columbia, SC 29204

RE: MASC Litter Crew Grant

Dear Sir/Madame:

The City of Mauldin is pleased to present this proposal for your review. We look forward to partnering with you to reduce litter and encourage beautification efforts in South Carolina. The City of Mauldin Public Works Department maintains approximately 83 centerline miles of roadway in Greenville County. One of the objectives of the Department is to ensure that these roadways are free of litter. The award of this grant would assist the Department in achieving this goal by providing additional resources to fund clean up crews to pick up litter more frequently than what the Department's work load currently allows.

Included in this proposal you will find a Statement of Purpose, Background information on our City, a Litter Pick up Plan, a Performance Evaluation, and an itemized Budget. The City of Mauldin appreciates Palmetto Pride in all their efforts in helping to reduce litter and keeping South Carolina beautiful. Please give me a call at 864-360-6951 if you require any further information or have any questions concerning this proposal.

Thank you,

Matthew Fleahman

Matthew Fleahman
Director of Public Works
City of Mauldin
5 East Butler Road
Mauldin SC 29662

Statement of Purpose

The City of Mauldin is seeking your financial grant in the amount of 25,000 to support its Department of Public Works efforts in picking up litter within the municipal boundaries of the City. The funds will be used to pay for the staff and properly furnish them with the necessary implements to remove litter from along the City's roadways. The overall objectives of the grant are aligned with objectives of the Public Works Department which are to keep Mauldin clean and beautiful.

Background Information

The City of Mauldin's Public Work Department is comprised of 40 staff members spread throughout the following Divisions: Sanitation, Park and Grounds, Streets, Sewer, Facility Maintenance, and Fleet Maintenance. The Department is tasked with maintaining approximately 100 miles of sewer, approximately 300 vehicles, approximately 83 centerline miles of roadway, five parks, nine facilities, and the daily collection of municipal solid waste from approximately 25,193 residents.

In addition to the roadways owned and maintained by the City Mauldin, staff maintains roadways owned by the South Carolina Department of Transportation (SCDOT). These roadways include Butler Road, US-276, Bridges Road, and both I-385 On/Off Ramps at Butler Road and Bridges Road. The maintenance of these SCDOT roads includes mowing, litter pick-up, and all landscaping. These duties are shared between staff from the Streets Division and the Parks and Grounds Division.

Prior to March 2020, the City utilized an inmate labor force to assist in daily sanitation duties and with the Parks and Grounds Division. The City would utilize these laborers to pick up roadside trash on a daily basis. With the onset of the COVID-19 pandemic, the South Carolina Department of Corrections determined that work crews would not be provided to ensure the safety of their inmate populations. The City has moved on from inmate labor crews and began utilizing temporary employees to conduct sanitation duties. Due to the costs associated, additional temporary employees to assist the Parks and Grounds Division was eliminated as a possibility.

As part of the existing maintenance on City owned and SCDOT owned roadways, staff pick-up litter and bag all waste for disposal. Due to staffing levels and existing workloads, staff do not go back to roadways until its time to mow the area again. For much of the City, this schedule is adequate to maintain the roadways with limited litter levels. On others, such as the SCDOT roadways, the volume of litter is excessive, and the roadways can accumulate significant litter before the next scheduled mowing interval.

The City of Mauldin has begun a “City-Wide” clean up program, where volunteers meet over the weekend and collect trash from specific areas throughout the City. This program has been successful in collecting litter and assisting in the beautification of portions of the City of Mauldin. Due to the volume of traffic and the inherent risk associated with the SCDOT roadways, the volunteer clean up program has focused its efforts on just City owned roadways in residential neighborhoods.

The Public Works Department’s efforts to address litter on city owned roadways on a weekly or bi-weekly basis is one of the strengths of the Department. The ability of the Department to maintain the roadways owned by the SCDOT would also be a strength of the Parks and Grounds Division.

As noted above the volume of litter on the SCDOT roadways is considered excessive, and the inability of the Department to maintain these roadways in a similar fashion of its city-owned roadways is a weakness of the Department. This deficiency is due to staffing levels in the Public Works Department and its ongoing workload. The maintenance of the SCDOT roadways is a courtesy effort enacted by City Council many years ago. Subsequent to enacting this requirement from the Department, the City has grown in both its municipal boundaries and in its population. While the staffing levels have increased over time, they are still less than what is needed to keep these SCDOT roadways looking like other city-owned roadways.

Litter Pick up Plan

The proposed plan to address roadside litter involves staffing three temporary employees for eight hours a day, once or twice a week to pick up litter in the City’s “hot spots.” These pick-up efforts will be coupled with existing staff litter pick-up to help ensure that Mauldin remains beautiful year-round. Staff from the Parks and Grounds will transport the employees to the areas to be picked up, provide all appropriate personal protective equipment, and the appropriate number of trash bags. Once the area is cleaned of roadside litter, crews would be transported to other areas of the City where litter pick-up efforts are needed. The itemized budget to fund these efforts is presented below in a later section.

Performance Evaluation

Litter crews and the Parks and Grounds Division will be required to count the bags collected each day in each area where roadside litter pick-up is conducted. The number of bags per area will be tracked in an excel database. The efforts of the litter clean-up crews and where they work will be driven by these numbers. If the number of bags decreases week to week, the scheduling of labor can be reduced from twice per week to once per week. The target goal would be litter free roadways with a minimum performance

standard of filling the bed of a pickup truck by lunch each day. At a pick-up rate less than the minimum, staffing shall be reduced or suspended until such time as the minimum rate can be maintained.

Itemized Budget

Item	Number of Items	Purpose for Item	Actual Cost	Total Cost
Safety Vests	50	High visibility requirement along SCDOT roadways	\$5.88	\$294.00
Standard Trash Picker	10	Assist in cleaning up litter	\$21.00	\$210.00
Nitrile dipped foam gloves	200	Protect hands from prick/puncture	\$1.58	\$316.00
Temporary Employees	3	Staff to work 8-hours a day, once or twice a week to pick up roadside litter		\$24,180.00

Sum:	\$25,000.00
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